

[Johnson v. Transco Products, Inc.](#), 85-ERA-7 (Sec'y Aug. 8, 1985)

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U.S. DEPARTMENT OF LABOR

SECRETARY OF LABOR  
WASHINGTON, D.C.

Case No. 85-ERA-7

In the Matter of

JEFFREY JOHNSON  
Claimant

TRANSCO PRODUCTS, INC.  
Employer

ORDER APPROVING SETTLEMENT

The parties in the above-captioned case have submitted to me a copy of their Release and Settlement agreement for my approval. They have agreed, in effect, to a settlement of all obligations of Transco Products, Inc. to Jeffrey Johnson, and of all claims of Johnson against Transco.

The agreement provides for a payment of back wages and attorney's fees by Transco to Johnson and, upon my approval, the withdrawal by Johnson of his complaint in this case. It appears to be fair, adequate, and reasonable, with the exception of one aspect of paragraph two. That section states, in pertinent part, that Johnson releases Transco:

... from any and all actions, complaints, suits, claims, rights and demands whatsoever, in law and in equity, that he now has, or may have had, *or hereafter may have* against Transco ...*including without limiting the generality of the foregoing*, all claims and rights relating to the events, allegations and facts in dispute in the pending claim before the United States Secretary to Labor entitled Case No. 85-ERA-7 (emphasis added).

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The underscored language could be interpreted to be a waiver of all claims or causes of action arising at any time after the signing of the Release and Settlement agreement. If that were the case, however, I could not approve it. As such, I interpret paragraph two to

be limited to a waiver of Johnson's right to sue in the future on claims or causes of action arising out of facts or any set of facts occurring before the date of the Release and Settlement agreement.

Thus, with the above qualification, the parties' request for an approval of their Release and Settlement agreement is granted, and the case is dismissed with prejudice.

BILL BROCK  
Secretary of Labor

AUG 8 1985